

***NTPC LIMITED***  
***(A Government of India Enterprise)***



***SECTION – II***  
***INSTRUCTION TO BIDDERS***

**(APPLICABLE FOR E-TENDERS INVITED FOR THE FOLLOWING PACKAGES AND TYPE/MODE OF BIDDING:**

**PACKAGES: SUPPLY-CUM-INSTALLATION/ SUPPLY-CUM-INSTALLATION-CUM-CIVIL**  
**MODE: DCB**  
**TYPE: SINGLE STAGE TWO ENVELOPE/TWO STAGE)**

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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
1.0 1.1  1.2   2.0 2.1      2.2	<p style="text-align: center;"><b>INSTRUCTIONS TO BIDDERS</b></p> <p style="text-align: center;"><b>A. Introduction</b></p> <p><b>General</b></p> <p><b>Mode &amp; Type of Bidding</b></p> <p>The bidding shall be done online through e-tender portal named in the Bid Data Sheet (BDS) as per the mode (i.e. International Competitive Bidding (ICB)/ Domestic Competitive Bidding (DCB)) and type (i.e. Single Stage Two Envelope/Two Stage) stipulated in BDS. Bidders are advised to go through the guidelines provided at e-tender portal for online bidding.</p> <p><b>Bidders Eligible for Bidding</b></p> <p><b>For DCB Tender</b> Bidding is open to bidders from within the Employer's country only.</p> <p><b>Source of Funds</b></p> <p><del><b>FOR INTERNATIONAL COMPETITIVE BIDDING (ICB) TENDER</b></del></p> <p><del>Employer as defined in the Bid Data Sheets (BDS) intends to finance the package named in the Bid Data Sheet (BDS), through external commercial borrowings and own resources.</del></p> <p><del>Employer may make financing arrangements for the subject package by means of Buyers Credit from International Banks through the Export Credit Agencies of the Country concerned to the extent the goods and services covered in the package are imported from OECD countries. For the above purpose, the Export Credit Agencies may require certain procedural formalities to be completed by the equipment supplier of their country. The bidder shall, in case of award of contract, facilitate completion of such formalities as may be required by the respective Export Credit Agency to enable Employer to avail Buyers Credit for funding eligible goods and services covered in the package. The aforesaid option of funding is also intended to be availed by Employer for supply of goods and services from OECD countries by the sub-vendors/sub-contractors of the Bidder. The bidder shall make similar compliance in respect of its sub-vendors/subcontractors to the extent the goods are imported from concerned OECD country.</del></p> <p><b>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</b></p> <p>Employer as defined in the Bid Data Sheets (BDS) intends to finance the package named in the Bid Data Sheet (BDS), through domestic funding and own resources.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
<p>3.0</p> <p>4.0</p> <p>4.1</p> <p>4.2</p> <p>5.0</p> <p>5.1</p>	<p>For the purposes of these bidding documents, the word "facilities" means the plant and equipment to be supplied and installed, together with the services to be carried out by the contractor under the contract. The words "plant and equipment", "installation services" etc., shall be construed in accordance with the respective definitions given to them in the General Conditions of Contract.</p>	
	<p><b>Cost of Bidding</b></p> <p>The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.</p>	
	<p><b>B. The Bidding Documents</b></p>	
	<p><b>Content of Bidding Documents</b></p>	
	<p>The facilities required, bidding procedures, contract terms and technical requirements are prescribed in the bidding documents. The bidding documents include the following sections:</p> <p>Section I – Invitation for Bids (IFB)</p> <p>Section II – Instructions to Bidders (ITB)</p> <p>Section III – Bid Data Sheet (BDS)</p> <p>Section IV – General Conditions of Contract (GCC)</p> <p>Section V – Special Conditions of Contract (SCC)</p> <p>Section VI – Technical Specifications (TS)</p> <p>Section VII – Forms and Procedures (FP)</p>	
	<p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.</p>	
	<p><b>Clarification on Bidding Documents</b></p>	
	<p>A prospective Bidder requiring any clarification to the bidding documents may notify EMPLOYER through e-mail or in writing by post at the address indicated in Bid Data Sheet. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives no later than the last date of receipt of queries as specified in Invitation for Bids (IFB). EMPLOYER will post the Clarifications at e-tender portal and Bidders can view these clarifications once they are posted at the portal. Bidders are also advised to regularly check e-tender portal regarding posting of clarification, if any.</p>	
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<p>5.2</p> <p>5.3</p> <p>6.0</p> <p>6.1</p> <p>7.0</p> <p>8.0</p>	<p>Further, no queries from Bidders shall be entertained after last date of receipt of Queries/ Pre-Bid Conference (if applicable) as specified in IFB. Accordingly, any query(ies) received from Bidders after the cut-off date shall be returned.</p> <p>The Bidder is advised to visit and examine the site where the facilities are to be installed and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for supply and installation of the facilities. The costs of visiting the site shall be borne by the bidder fully.</p> <p>The Bidder and any of its personnel or agents will be granted permission by the Employer to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the Bidder, its personnel and agents will release and indemnify the Employer and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection.</p> <p><b>Amendment to Bidding Documents</b></p> <p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents. The amendments will be posted at e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are also advised to regularly check e-tender portal regarding posting of Amendment, if any.</p> <p>In order to afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p> <p><b>C. Preparation of Bids</b></p> <p><b>Language of Bid</b></p> <p>The bid prepared by the Bidder and all correspondence and documents related to the bid exchanged between the Bidder and EMPLOYER shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation of the bid, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p><b>Documents Comprising the Bid</b></p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
8.1	<p>The Bid shall comprise of following components:</p> <p><b>Techno-Commercial Bid</b></p> <p>The Techno-Commercial Bid shall comprise of the following:</p> <p>8.1.1 Documents to be submitted in physical form in separate sealed envelope (s) duly marked in accordance with ITB clause titled ‘Sealing and Marking of Physical Documents’:</p> <p>(a) <b>Attachment 1 : Bid Security</b></p> <p>Bid security shall be furnished in accordance with ITB Clause titled ‘Bid Security’.</p> <p>(b) <b>Attachment 2: Power of Attorney</b></p> <p>A power of attorney, duly notarized by a Notary Public, indicating that the person signing the bid has the authority to sign the bid and that the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause titled ‘Period of Validity of Bids’.</p> <p>(The Authority of the person issuing the Power of Attorney shall also be submitted).</p> <p>(c) <b>Attachment 21: Integrity Pact</b></p> <p>Bidder shall unconditionally accept the “Integrity Pact (IP)” (executed on plain paper) as per Employer’s format which has been pre signed by the Employer, and submit the same duly signed on all pages in a separately sealed envelope as per ITB Clause 15.1 by the bidder’s authorized signatory with the bid.</p> <p><b>Other Attachment (s), if any, shall be as specified in BDS.</b></p> <p>8.1.2 The Bid Form (Techno-Commercial Bid) as per Section-VII, Part 1 of 3, duly completed together with the following Attachments shall be uploaded at the e-tender portal:</p> <p>(a) <b>Attachment 3 : Bidder’s Qualifications (if applicable as per BDS/NIT)</b></p> <p>In the absence of pre-qualification, documentary evidence that the Bidder is eligible to bid and is qualified to perform the contract, if its bid is accepted, shall be furnished in Attachment-3 to Bid.</p> <p>The documentary evidence of the Bidder’s qualifications to perform the contract, if its bid is accepted, shall establish to EMPLOYER’s satisfaction that the Bidder has the financial, technical, production, procurement, shipping, installation and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria outlined below :</p> <p>The Bidder shall provide satisfactory evidence that he and/or, where applicable, his collaborator/associate:</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>(i) is a manufacturer/supplier, from an eligible source country. <b>(Applicable in case of ICB tender)</b></p> <p>(i)(a) is a manufacturer/supplier, who regularly manufactures equipment of the type specified and/or undertakes the type of work specified and has adequate technical knowledge and relevant experience.</p> <p>(ii) does not anticipate a change in ownership during the proposed period of execution of work (If such a change is anticipated, a scope and effect thereof shall be defined).</p> <p>(iii) has adequate financial stability and status to meet the financial obligations pursuant to the works covered in the Bidding Documents. (The Bidders should submit five (5) copies of their profit &amp; loss account and balance sheet for the last five (5) years).</p> <p>(iv) has adequate design, manufacturing and/or fabrication capability and capacity to perform the work properly and expeditiously within the time period specified. The evidence shall specifically cover, with written details, the installed manufacturing and/or fabrication capacities and present commitments (excluding those anticipated under this Specification) of the Bidder. If the present commitments are such that the installed capacity results in an inadequacy of manufacturing and/or fabrication capacities to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organised by the Bidder and/or his Collaborator/Associate for this purpose and which shall meet EMPLOYER's approval, shall be furnished.</p> <p>(v) has an adequate Project management organization covering the areas related to engineering of equipment/systems, interface engineering, procurement of equipment and the necessary field &amp; management services required for successful construction, erection, testing and commissioning the equipment/system as required by the Bidding Documents.</p> <p>(vi) has established quality assurance systems and organisation designed to achieve high levels of equipment/system reliability, both during his manufacturing and/or fabrication and field installation activities.</p> <p>(vii) a company formed by the merger of two or more companies or divisions of such companies engaged in supply and installation of subject Package/systems can also participate provided the constituent companies or divisions before merger individually or jointly meet the stipulated qualification requirements fully.</p> <p>In addition to the requirements stipulated above, the Bidder should also meet the qualifying requirements stipulated in Section NIT (Notice Inviting Tender) Item titled 'Qualification Requirements for Bidders'.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>Notwithstanding anything stated above, the Employer reserves the right to undertake a physical assessment of the capacity and capabilities including financial capacity and capability of the Bidder / his Collaborator(s) / Associate(s) / Subsidiary(ies) / Group Company(ies) to perform the Contract, should the circumstances warrant such assessment in the overall interest of the Employer.</p> <p>The physical assessment shall include but not be limited to the assessment of the office/facilities/banker's/reference works by the Employer. A negative determination of such assessment of capacity and capabilities may result in the rejection of the Bid.</p> <p>The above right to undertake the physical assessment shall be applicable for the qualifying requirements stipulated in Section NIT (Notice Inviting Tender)</p> <p>Bids submitted by a Joint Venture of two or more firms as partners, if so permitted in the Bid Data Sheet, shall comply with the following requirements:</p> <ul style="list-style-type: none"> <li>(i) The bid shall include all the information required for Attachment 3 as described above for each Joint Venture partner.</li> <li>(ii) The bid shall be signed so as to be legally binding on all partners.</li> <li>(iii) One of the partners shall be designated as leader, this authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorised signatories of joint venture partners.</li> <li>(iv) The leader shall be authorised to receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the leader.</li> <li>(v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms.</li> <li>(vi) Copy of the agreement entered into by the joint venture partners as per the format provided in the Bidding Documents shall be submitted with the bid.</li> </ul> <p>For joint venture to qualify, each of its partners must meet the minimum criteria listed for an individual Bidder for the component of the contract they are designated to perform. Failure to comply with this requirement will result in rejection of the Joint Venture's Bid.</p> <p>A firm can be a partner in only one joint venture; bids submitted by joint ventures including the same firm as partner will be rejected.</p> <p>In case Bidder is permitted in the Bid Data Sheets to offer to supply and/or install plant and equipment under the contract that the Bidder did not manufacture or</p>	
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	<p>otherwise produce and/or install, the Bidder shall (i) have the financial and other capabilities necessary to perform the contract; (ii) have been duly authorised by the manufacturer or producer of the related plant and equipment or component to supply and/or install that item in the Employer's country; (iii) be responsible for ensuring that the manufacturer or producer of the related item meets the minimum criteria listed for that item.</p> <p>(b) <b>Attachment 4 : Eligibility and Conformity of the Facilities: (Applicable in case of ICB Tender)</b></p> <p>Documentary evidence established in accordance with ITB Clause titled 'Eligible Plant, Equipment and Services' that the facilities offered by the Bidder in its bid or in any alternative bid (if permitted) are eligible and conform to the bidding documents.</p> <p>The documentary evidence of the eligibility of the facilities shall consist of a statement on the country of origin of the plant and equipment offered, which shall be confirmed by a certificate of origin issued at the time of shipment.</p> <p>The documentary evidence of the conformity of the facilities to the bidding documents may be in the form of literature, drawings and data, and shall include:</p> <ul style="list-style-type: none"> <li>(i) a detailed description of the essential technical and performance characteristics of the facilities;</li> <li>(ii) a list giving full particulars, including available sources, of all spare parts, special tools, etc., necessary for the proper and continuing functioning of the facilities following completion of facilities in accordance with provisions of contract; and</li> <li>(iii) a commentary on the Employer's Technical Specifications and adequate evidence demonstrating the substantial responsiveness of the facilities to those specifications. Bidder shall note that standards for workmanship, materials and equipment designated by EMPLOYER in the bidding documents are intended to be descriptive (establishing standards of quality and performance) only and not restrictive. The bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to EMPLOYER's satisfaction that the substitutions are substantially equivalent or superior to the standards designated in the Technical Specifications.</li> </ul> <p><b>Attachment 4A : Special Tools and Tackles</b></p> <p>The bidder shall provide the details regarding Special Maintenance Tools and Tackles. The cost of these Tools and Tackles shall be included in the Bid Price.</p> <p>(c) <b>Attachment 5 : Subcontractors Proposed by the Bidder</b></p>		
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>The Bidder shall include in its bid details of all major items of supply or services that it proposes to purchase or sublet and shall give details of the name and nationality of the proposed Subcontractor, including vendor, for each of those items. Bidders are free to list more than one Subcontractor/Vendor against each item of the facilities. Quoted rates and prices will be deemed to apply to whichever Subcontractor/Vendor is appointed, and no adjustment of the rates and prices will be permitted.</p> <p>The Bidder shall be responsible for ensuring that any plant, equipment or services to be provided by the Sub-Contractor/Vendor comply with the requirements of ITB sub-clause 8.1.2 (a).</p> <p>Employer reserves the right to delete any proposed Subcontractor/Vendor from the list prior to award of contract. After discussion between Employer and the Contractor, relevant appendix to Contract Agreement (List of Sub-Contractors) shall be completed, listing the approved Sub-Contractor(s)/Vendor(s) for each item.</p> <p>(d) <b>Attachment 6: Deviations (Applicable in case of Two Stage Bidding)</b></p> <p>Deviations (Technical as well as Commercial), if any, from the terms, conditions and technical specifications of the Bidding Documents shall be listed only in Attachment-6 to the Techno-Commercial Bid.</p> <p>Bidders may further note that except for the deviations listed in Attachment- 6 the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all terms, conditions and specifications of the bidding documents irrespective of any mention to the contrary, anywhere else in the bid. .</p> <p>(d1) <b>Attachment 6A: Alternative Bids: NOT APPLICABLE</b></p> <p>Bidders wishing to offer technical alternatives to the requirements of the bidding documents must first price the Employer's design of the facilities as described in the bidding documents, and shall further provide all information necessary for a complete evaluation of the alternatives by EMPLOYER, including drawings, design calculations, technical specifications, proposed installation methodology, requirement of spares and other relevant details without any price component. However, the prices along with their break-ups of Alternative bids shall be furnished in relevant attachment of the Price Bid.</p> <p>(e) <b>Attachment 7 : Erection Tools and Plant and Safety Equipment &amp; Safety Personal Protective Equipment</b></p> <p>List of Erection Tools and Plant and Safety Equipments &amp; Safety Personal Protective Equipments which the bidder proposes to bring to site in case the contract is awarded to him.</p> <p>(g) <b>Attachment 8 : Technical Data Sheets</b></p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>Technical Data Sheets duly filled in as per EMPLOYER's format, enclosed with the bidding documents.</p> <p>(h) <b>Attachment 9 : Bought Out Items</b> Details of bought out items to be directly despatched by sub-vendor(s) to site without any price component.</p> <p>(i) <b>Attachment 10 : Quality Assurance Programme</b> Details regarding the overall quality management &amp; procedures which the bidder proposes to follow during various phases of execution of the contract.</p> <p>(j) <b>Attachment 11 : Additional Information</b> Additional Information which the bidder wishes to provide in his bid.</p> <p>(k) <b>Attachment 12 : Demonstration Parameter</b> The declaration on the demonstration parameters as per Employer's format.</p> <p>(l) <b>Attachment 13 : Milestone Schedule</b> Details regarding the timing &amp; sequence of all key activities/facilities and giving the necessary for successful completion of the contract, as per EMPLOYER's format enclosed.</p> <p>(m) <b>Attachment 14 : Equipment and Mandatory Spares to be imported from Associate/Collaborator (Applicable in case of ICB Tender only)</b> Details of Equipment (including type test) and Mandatory Spares to be imported from Associate/Collaborator by the Manufacturer or the bidder, as per EMPLOYER's format enclosed (without indicating any price).</p> <p>(n) <b>Attachment 15 : EFT Form</b> Electronic Fund Transfer Form duly filled in as per EMPLOYER's format.</p> <p>(o) <b>Attachment 16 : Fraud Prevention Policy</b> Form of acceptance of Fraud Prevention Policy, duly filled in as per EMPLOYER's Format.</p> <p>(p) <b>Attachment 17: Declaration on Policy for withholding and Banning of Business Dealings</b> Declaration on Policy for withholding and Banning of Business Dealings duly filled in as per Employer's format.</p> <p><b>Other Attachment (s), if any, shall be as specified in BDS.</b></p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
<p>8.1.3</p> <p>8.2</p> <p>8.2.1</p>	<p><b>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</b></p> <p><b>Price Bid</b></p> <p>The Price Bid submitted by the Bidder shall comprise of the following:</p> <p>The Bidder shall fill up the prices online at e-tender portal. The Bid Form (Price Bid) as per Section-VII, Part 2 of 3, duly completed together with Price Schedules and the following Attachments shall be uploaded at e-tender portal:</p> <p>(i) <b>Attachment 1P: Alternative bids (if applicable)</b></p> <p>Bidder shall furnish prices along with their break-ups of Alternative bids (if any) in this attachment.</p> <p>(ii) <b>Attachment 2P: Local Representation (Applicable in case of ICB Tender only)</b></p> <p>If a foreign bidder has engaged an Indian agent, it will be required to give the following details in its bid as per the format enclosed in the Bidding Documents.</p> <p>(a) The name and address of the local agent;</p> <p>(b) What Service the agent renders; and</p> <p>(c) The fixed amount of remuneration for the agent included in the offer;</p> <p>The agency commission shall be indicated in the space provided for in the Price Schedule and will be paid to the bidder's agent in India in Indian Rupees using the Telegraphic Transfer Buying Market rate of exchange ruling on the date of Notification of Award and shall not be subject to any escalation or any further exchange variation, whatsoever and will be payable pro-rata along with the base contract price payment.</p> <p>(iii) <b>Attachment 3P : Declaration regarding Import Content</b></p> <p>Bidder may note that CIF value of import content in the Ex-works (India) price quoted in Schedule-2 of the bid, if any, shall be necessarily declared by the bidders in <b>Attachment-3P</b>. Bidder may further note that the relevant certificate for claiming the concessional custom duty benefits, if any shall be issued on the aforesaid declaration basis only. In case no such import content is envisaged in the bid or the CIF value of import content to be declared is zero, the bidder shall indicate "NIL" against the CIF value of import content.</p> <p>In cases where no value is indicated by the bidder against the CIF value of import content in <b>Attachment-3P</b> or statement/ any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, in such cases the CIF value of import content in the bid shall be considered as "NIL" for the purpose of issuance of relevant certificate for claiming the concessional custom duty benefits, if any. No further claim in this regard shall be entertained by the Employer.</p> <p>(iv) <b>Attachment 3PA : Custom Duty Benefits for Import for Construction Equipment</b></p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
	<p>Declaration regarding the Custom Duty Benefits for Import of Construction Equipment considered in the bid.</p> <p>(v)      <b>Attachment 4P : Functional Guarantees</b></p> <p>The declaration on the guaranteed values of parameters as per Employer's format.</p> <p>(vi)      <b>Attachment 4PA : Functional Guarantees for Alternative Bid</b></p> <p>The declaration on the guaranteed values of parameters as per Employer's format.</p> <p><del>(vii)      <b>Attachment 5P : Bought Out Items</b></del></p> <p><del>Details of bought-out items to be directly despatched by sub-vendor(s) along with its value/price as per Employer's format.</del></p> <p><del>(vii) <b>Attachment 5P : Declaration on Local Content</b></del></p> <p><del>Declaration regarding local content as per the Employer's format, for granting of purchase preference.</del></p> <p><del>In case a bidder does not submit the aforesaid declaration or no value is indicated by the bidder or statement/any declaration like 'later', 'to be furnished later', 'NA' etc. are indicated by the bidder, then the bidder shall not be considered as a local supplier and shall not be eligible for any purchase preference. No further claim in this regard shall be entertained by the Employer</del></p> <p>(viii)      <b>Attachment 6P : CIF Value of Equipment and Mandatory Spares to be imported from Associate/Collaborator (Applicable in case of ICB Tender only)</b></p> <p>Details of Equipment (including type test) and Mandatory Spares to be imported from Associate/Collaborator by the Manufacturer or the bidder, as per EMPLOYER's format.</p> <p><del>(ix)      <b>Attachment 7P: Classification of Bids (Applicable in case of ICB Tender only)</b></del></p>		
8.2.2	<p><del>Bidder to fill required data/ information for classification of bids, for granting a margin of domestic preference pursuant to ITB Sub Clause titled 'Domestic Preference'.</del></p> <p>(x)      <b>Attachment 8P : Price Adjustment Data</b></p> <p>Details regarding Price Adjustment as per EMPLOYER's format.</p> <p><b>Other Attachment (s), if any, shall be as specified in BDS.</b></p> <p>The Bidder shall submit the following documents in physical form in separate sealed envelope (s) duly marked in accordance with ITB clause titled 'Sealing and Marking of Physical Documents' <b>(Applicable in case of Two Stage Bidding only):</b></p> <p>(a)      <b>Extension of Bid Security</b></p>		
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<p>8.3</p> <p>9.0</p> <p>10.0</p> <p>10.1</p> <p>10.2</p> <p>10.3</p>	<p>Extended Bid security shall be furnished in accordance with ITB Clause titled 'Bid Security'.</p> <p>(b) <b>Power of Attorney</b></p> <p>A power of attorney, duly notarized by Notary Public, indicating that the person signing and submitting the bid digitally has the authority to sign the bid and the bid is binding upon the Bidder during the full period of its validity in accordance with ITB Clause titled 'Period of Validity of Bids' (The Authority of the person issuing the Power of Attorney shall also be submitted).</p> <p><b>Other document (s), if any, shall be as specified in BDS.</b></p> <p>Price Bid should not contain any matter in respect of Technical and / or Commercial aspects other than the details specifically sought in the Price Bid. If the Technical/commercial matters indicated in Price Bid are found to be in contradiction with the details furnished in Techno-Commercial Bid, the details furnished in Techno-Commercial Bid shall prevail.</p> <p><b>Bid Form (Price Bid) and Price Schedules</b></p> <p>The Bidder shall complete the Bid Form (Price Bid) and the appropriate Price Schedules furnished in the bidding documents as indicated therein, following the requirements of ITB Clauses 10 and 11.</p> <p><b>Bid Prices</b></p> <p>Unless otherwise specified in the Technical Specifications, Bidders shall quote for the entire facilities on a "single responsibility" basis such that the total bid price covers all the Contractor's obligations mentioned in or to be reasonably inferred from the bidding documents in respect of the design, manufacture, including procurement and subcontracting (if any), delivery, construction, installation, commissioning, Completion of the facilities and conductance of Guarantee tests for the facilities including supply of mandatory spares (if any). This includes all requirements under the Contractor's responsibilities for testing, pre-commissioning and commissioning of the facilities, conducting Guarantee tests and, where so required by the bidding documents, the acquisition of all permits, approvals and licenses, etc.; the operation, maintenance and training services and such other items and services as may be specified in the bidding documents, all in accordance with the requirements of the General Conditions of Contract and Technical Specifications.</p> <p>Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Price Schedules. The Bidders shall present their prices in the following manner:</p> <p>Separate numbered Schedules shall be used for each of the following elements and all the price schedules shall be uploaded at e-tender portal. The total amount of each of the Schedule shall be filled up at e-tender portal. The total bid price(s) is automatically computed which can be viewed by the Bidder online.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p><b>FOR INTERNATIONAL COMPETITIVE BIDDING (ICB) TENDER</b></p> <p><b>Schedule No. 1</b> Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from Abroad</p> <p><b>Schedule No. 2</b> Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from within the Employer's Country</p> <p><b>Schedule No. 3</b> Local Transportation including Port handling, Port clearance, Port charges, Inland insurance and other local costs incidental to delivery of Plant &amp; Equipment and Mandatory Spares</p> <p><b>Schedule No. 4</b> Installation Services including Erection and Civil/Structural Works (as applicable), Insurance covers other than inland transit insurance, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.</p> <p><b>Schedule No. 5</b> NOT USED</p> <p><b>Schedule No. 6</b> Recommended Spare Parts</p> <p><b>Schedule No. 7</b> Goods and Services Tax (GST), applicable on Schedules - 2, 3 &amp; 4, not included in bid price.</p> <p><b>Schedule No. 8A</b> Break up of Type Tests charges quoted in Schedule-1</p> <p><b>Schedule No. 8B</b> Break up of Type Tests charges quoted in Schedule-2</p> <p><b>Other Price Schedule (s), if any, as specified in BDS.</b></p> <p>Bidders shall note that the plant and equipment included in Schedule No.1 and 2 above shall exclude all materials used in civil, building and other construction works, if any. All such materials shall be included and priced under Schedule No.4 (Installation Services).</p> <p><b>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</b></p> <p><b>Schedule No. 1</b> Plant and Equipment including Type Tests charges and Mandatory Spares to be supplied from within the Employer's Country</p> <p><b>Schedule No. 2</b> Local Transportation, Inland insurance and other local costs incidental to delivery of Plant &amp; Equipment and Mandatory Spares</p> <p><b>Schedule No. 3</b> Installation Services including Erection and Civil/Structural Works (as applicable), Insurance covers other than inland transit insurance, Safety Aspects/Compliance to Safety Rules and other services as specified in the bidding documents.</p> <p><b>Schedule No. 4</b> NOT USED</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
10.4	<p><b>Schedule No. 5</b> Recommended Spare Parts</p> <p><b>Schedule No. 6</b> Goods and Services Tax (GST), applicable on Schedules - 1, 2 &amp; 3, not included in bid price.</p> <p><b>Schedule No. 7</b> Break up of Type Tests charges quoted in Schedule-1</p> <p><b>Other Price Schedule (s), if any, as specified in BDS.</b></p> <p>Bidders shall note that the plant and equipment included in Schedule No.1 above shall exclude all materials used in civil, building and other construction works, if any. All such materials shall be included and priced under Schedule No.3 (Installation Services).</p> <p>In the Schedules, Bidders shall give the required details and a breakdown of their prices as follows:</p> <p><b>FOR INTERNATIONAL COMPETITIVE BIDDING (ICB) TENDER</b></p> <p>(a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from abroad (Schedule No. 1) shall be quoted on CIF (Indian Port-of-Entry) basis. In addition, the FOB Price and the Type Test Charges shall also be indicated.</p> <p>(b) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country (Schedule No. 2) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.</p> <p>(c) Local Transportation, Inland Transit Insurance, Port Clearance, Port Handling and Port Charges, Custom reconciliation and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares shall be quoted in Schedule-3.</p> <p>(d) Installation Services including Erection and Civil &amp; Allied Works (as applicable) shall be quoted separately (Schedule No. 4) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance, charges for Safety Aspects/Compliance to Safety Rules including operations and maintenance services (if applicable), the provision of operations and maintenance manuals, training of employer's personnel, etc., and other services, as identified in the Bidding Documents, as necessary for the proper execution of the Installation Services.</p> <p>(i) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price (if applicable)) should not be less than <b>minimum</b> percentage and should not be more than <b>maximum</b> % of the cumulative total of FOB Price of Main</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>Equipment indicated in Schedule No.1 and Ex-works Price of Main Equipment indicated in Schedule No.2 as specified in BDS.</p> <p>In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the FOB &amp; Ex-Works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.</p> <p>In case the Installation Price is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.</p> <p>(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the deadline set for submission of Price bids shall be considered for the purpose of computing installation percentage /retention amount).</p> <p>(ii) Bidders are advised to price their bids in such a manner that the Civil Works Price Component of the bid price (including Site Fabricated Structural works price) should not be less than <b>minimum</b> % and should not be more than <b>maximum</b>% of the cumulative total of FOB Price of Main Equipment indicated in Schedule No.1 and Ex-works Price of Main Equipment indicated in Schedule No.2.</p> <p>In case the Civil Works Price (including Site Fabricated Structural works price) is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from the FOB &amp; Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Project Manager.</p> <p>In case the Civil Works Price (including Site Fabricated Structural Works Price) is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.</p> <p>(iii) Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than minimum % of the cumulative total of</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works as specified in BDS.</p> <p>In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of Schedule-3/4 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis.</p> <p>(If Prices are quoted in foreign currency then SBI Bills Selling exchange rate as on the deadline set for submission of Price bids shall be considered for the purpose of computing Civil Works percentage /retention amount).</p> <p>(e) Recommended Spare parts shall be quoted separately in Schedule 6 on CIF/EXW basis in accordance with in subparagraph (a) or (b) above. Local Transportation Charges including Inland Transit Insurance and Port Charges etc., for recommended spares shall also be quoted in Schedule-6 and shall not be included in Schedule No. 3 by the bidder.</p> <p>(f) The prices quoted in Schedule Nos. 2, 3 &amp; 4 shall be inclusive of all Taxes, Duties, Levies &amp; charges, except Goods and Services Tax (GST), payable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Levies &amp; Charges on the Materials incorporated in Erection and Civil &amp; Allied Works (as applicable) shall also be included in the prices quoted in Schedule No. 4 &amp; no Separate payment on this account, whatsoever, shall be made by Employer.</p> <p>Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 2, 3 &amp; 4 shall not be included in respective schedules, but shall be quoted separately in Schedule No. 7. The Goods &amp; Services Tax (GST) quoted by the bidder in Schedule No. 7 shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for submission of Price Bids.</p> <p>The Employer shall be responsible and be liable for payment of Customs Duty /Import Duty on CIF (Indian Port of Entry) component of the Plant and Equipment including Mandatory Spares to be supplied from abroad and quoted in Schedule No. 1. Further, the Employer, as a consignee shall furnish promptly necessary clarifications and documents as may be required to be furnished by the consignee for the purpose of customs clearance.</p> <p>Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
	<p><b>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</b></p> <p>(a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country (Schedule No. 1) shall be quoted on EXW (Ex-Factory, Ex-Works, Ex-Warehouse or Off-the-Shelf, as applicable) basis and shall be inclusive of all costs as well as taxes, duties and levies paid or payable on components and raw materials incorporated or to be incorporated in the facilities.</p> <p>(b) Local Transportation, Inland Transit Insurance, and other local costs incidental to delivery of the Plant and Equipment including Mandatory Spares shall be quoted in Schedule-2.</p> <p>(c) Installation Services including Erection and Civil &amp; Allied Works (as applicable) shall be quoted separately (Schedule No. 3) and shall include rates or prices for all labour, contractor's equipment, temporary works, materials, consumables and all matters and things of whatsoever nature, charges for insurance covers other than inland transit Insurance, charges for Safety Aspects/Compliance to Safety Rules including operations and maintenance services (if applicable), the provision of operations and maintenance manuals, training of employer's personnel, etc., and other services, as identified in the Bidding Documents, as necessary for the proper execution of the Installation Services.</p> <p>(i) Bidders are advised to price their bids in such a manner that Installation Price Component of the bid price (excluding Civil/Structural works price (if applicable)) should not be less than <b>minimum</b> % and should not be more than <b>maximum</b> % of the of the Ex-works Price of Main Equipment indicated in Schedule No.1, specified in BDS.</p> <p>In case the Installation Price is below the minimum percentage specified above, the amount by which it is lower shall be retained from the Ex-works component of Contract price while releasing payments due on receipt of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of installation of the respective equipment and its certification by the Project Manager.</p> <p>In case the Installation Price is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on installation of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.</p> <p>(ii) Bidders are advised to price their bids in such a manner that the Civil Works Price Component of the bid price (including Site Fabricated Structural works price) should not be less than <b>minimum</b> % and should not be more than <b>maximum</b>% of the Ex-works Price of Main Equipment indicated in Schedule No.1.</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>In case the Civil Works Price (including Site Fabricated Structural works price) is below the minimum percentage specified above, the amount by which it is lower shall be retained proportionately from Ex-Works component of Contract price while releasing payments due on dispatch of equipment, and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid on pro-rata basis upon completion of Civil Works including Structural works (if any) corresponding to the respective equipment and its certification by the Project Manager.</p> <p>In case the Civil Works Price (including Site Fabricated Structural Works Price) is above the maximum percentage specified above, the amount by which it is higher shall be retained while releasing progressive payments due on completion of civil works (including Site Fabricated Structural works), and no interest shall be payable on the retained amount. The aforesaid retained amount shall be paid along with payment due on completion of Trial Operation / Completion of Facilities.</p> <p>(iii) Bidders are advised to price their bids in such a manner that the component for 'Amount linked to Safety Aspects/ compliance to Safety Rules' should not be less than minimum specified % of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works as indicated in BDS.</p> <p>In case 'Amount linked to Safety Aspects/ compliance to Safety Rules' is less than aforesaid minimum percentage specified of the cumulative total of Service Portion of the Contract, i.e. Civil + Installation/ Erection + Structural Works, the amount by which it is lower shall be retained proportionately from the other components of Schedule-3 of the Contract price while releasing payments of each RA bill. No interest shall be payable on the amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount. The amounts linked to Safety Aspects / Compliance to Safety Rules including aforesaid retained amount shall be payable in part or full based on safety compliance duly certified by Project Manager and Safety-in-charge on quarterly basis.</p> <p>(d) Recommended Spare parts shall be quoted separately in Schedule 5 on EXW basis in accordance with subparagraph (a) above. Local Transportation Charges including Inland Transit Insurance etc., for recommended spares shall also be quoted in Schedule-5 and shall not be included in Schedule No. 2 by the bidder.</p> <p>(e) The prices quoted in Schedule Nos. 1, 2 &amp; 3 shall be inclusive of all Taxes, Duties, Levies &amp; charges, except Goods and Services Tax (GST), payable in the Employer's country as of seven (7) days prior to the deadline for submission of price bids. Further, all Taxes, Duties, Levies &amp; Charges on the Materials incorporated in Erection and Civil &amp; Allied Works (as applicable) shall also be included in the prices quoted in Schedule No. 3 &amp; no Separate payment on this account, whatsoever, shall be made by Employer.</p> <p>Goods and Services Tax (GST) applicable on goods and services specified in Schedule Nos. 1, 2 &amp; 3 shall not be included in respective schedules, but shall be quoted separately in Schedule No. 6. The Goods &amp; Services Tax (GST) quoted by</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
	<p>the bidder in Schedule No. 6 shall be as applicable in the Employer's country as on seven (7) days prior to the deadline for submission of Price Bids.</p> <p>Due Input Tax credits under GST as per the relevant Govt. Policy, wherever applicable, shall be taken into account by the Bidder while quoting his price.</p>
10.5	The terms EXW, FOB, CIF, etc., shall be governed by the rules prescribed in the current edition of Incoterms, published by the International Chamber of Commerce, 38, Cours Albert 1er, 75008, Paris, France.
10.6	<b>Benefits / Exemptions / Concessional Custom Duty for Power Projects</b>
10.6.1	Bidder may ascertain the availability of Custom Duty benefits available under Chapter 98.01 of the Customs Tariff Act for import of goods, which are required for incorporation in the facilities under the Contract. The Employer shall issue the required Certificate, as per relevant policies of the Govt. of India, to facilitate the bidders to avail any such benefit under the Contract. For issuance of such Certificate by the Employer, the bidders shall be required to indicate the import content included in their bid price, in relevant aattachment of Price Bid. The relevant Certificate will be issued on this basis only.
10.6.2	In addition, Bidder may also like to ascertain the availability of Custom Duty Benefits available for import of construction Equipment, if any, as per the extant Customs Acts & Notification of Govt. of India. Where the Bidder has quoted taking into account the Custom Duty benefits available for import of Construction Equipment, he must give all information required for issue of relevant Certificate by Employer in relevant aattachment. The relevant Certificate will be issued on this basis only and no subsequent change will be permitted.
10.6.3	<p>However, if the above certificates are required to be issued by any department/ministry of Government of India or State Government where the Project is located other than Employer, the bidder shall itself be responsible for obtaining such certificate from the concerned department/ministry. In such a case, the Employer may issue a letter of recommendation.</p> <p>Further, the bidders shall themselves be solely responsible for availing the above benefits, which they have considered in their bid. In case of failure of the bidders to receive the benefits partly or fully from the Govt. of India and/or in case of any delay in receipt of such benefits and/or withdrawal of such benefits by the Govt. of India, the Employer shall neither be liable nor responsible in any manner whatsoever.</p>
10.7	<b>Price Basis</b> <p>Prices quoted by the Bidder shall be subject to adjustment during performance of the Contract to reflect changes in the cost of labour, material, etc. in accordance with the procedures specified in relevant appendix to the Form of Contract Agreement (Price Adjustment). A bid submitted with a fixed price quotation will not be rejected, but the price adjustment will be treated as zero. The price adjustment provision will not be taken into consideration in bid evaluation. Bidders must indicate the name, source, origin of labour and material indices along with their base values in relevant attachment (Price Adjustment) to Bid.</p>
10.8	<b>ROYALTY</b>
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<p>11.0</p> <p>11.1</p> <p>11.1</p> <p>12.0</p> <p>12.1</p> <p>12.2</p>	<p>The Bid Price shall be inclusive of any Royalties or Seigniorage Fee or Cess or other charges payable on the quarried or mined metal, minerals, or minor minerals, as the case may be, at the rate(s) prevailing as on seven (7) days prior to the deadline set for Price Bid submission</p> <p><b>Bid Currencies</b></p> <p><b>FOR INTERNATIONAL COMPETITIVE BIDDING (ICB) TENDER</b></p> <p>Prices shall be quoted in the following currencies:</p> <p>(a) Plant and equipment including type tests and mandatory spares covered under ITB Sub-Clauses 10.4 (a) &amp; 10.4 (b) and EXW/CIF price of recommended spare parts covered under ITB Sub-Clause 10.4 (e) shall be quoted in any currency. Domestic Bidders while quoting in foreign currency must comply with the requirement as laid down by Govt. of India from time to time.</p> <p>(b) Local transportation, inland transit insurance and other local costs incidental to delivery of the plant and equipment including mandatory spares covered under ITB Sub-Clause 10.4 (c) and Installation services covered under ITB Sub-Clause 10.4 (d) shall be quoted in local currency. However, foreign component, if any, of Installation Services covered under ITB Sub-clause 10.4 (d) may be quoted in foreign currency.</p> <p>(c) Local Transportation, inland transit insurance and other local costs incidental to delivery of recommended spares covered under ITB Sub-Clause 10.4 (e) shall be quoted in Local Currency.</p> <p>(d) If the Bidder wishes to be paid in a combination of amounts in different currencies, it may quote its price accordingly, but use no more than three foreign currencies.</p> <p>(e) The foreign currencies in which the bid prices are quoted shall be freely convertible.</p> <p><b>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</b></p> <p>Bidders shall quote all prices in Indian Rupees only.</p> <p><b>Bid Security</b></p> <p>The Bidder shall furnish, as part of its Bid, a Bid Security in a separate envelope in the amount and currency as stipulated in the Bid Data Sheet.</p> <p><b>Format &amp; Validity of Bid Security</b></p> <p><b>FOR ICB TENDER</b></p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>The Bid Security shall, at the Bidder's option, be in the form of a Banker's Cheque, Irrevocable Letter of Credit or a bank guarantee from any of the banks specified in Bid Data Sheets. In case of Foreign Bidders, the Bid Security can be from any other bank also in addition to the banks specified in the Bid Data Sheets and if the Bank Guarantee is from a Bank not specified in the Bid Data Sheets, then the Bank Guarantee shall be confirmed by any of the Banks specified in the Bid Data Sheets.</p> <p>The format of the Bank Guarantee or Letter of Credit shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty five (45) days beyond the original Bid Validity period and beyond any extension of bid validity subsequently requested under ITB Sub-Clause titled 'Extension of Bid Validity Period'.</p> <p>The Bidders at their option may also submit the Bid Security amount through E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal. Upon successful e-payment on the portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder along with the bid as a proof of e-payment of Bid Security</p> <p><b>FOR DCB TENDER</b></p> <p>The Bid Security shall, at the Bidder's option, be in the form of a Banker's Cheque, or a bank guarantee from any of the banks specified in Bid Data Sheets.</p> <p>The format of the Bank Guarantee shall be in accordance with the form of bid security included in the Bidding Documents. Bid Security shall remain valid for a period of forty five (45) days beyond the original Bid Validity period and beyond any extension of bid validity subsequently requested under ITB Sub-Clause titled 'Extension of Bid Validity Period'.</p> <p>The Bidders at their option may also submit the Bid Security amount through E-Payment by Credit Card/Debit card/Net Banking on the NTPC e-tender portal. Upon successful e-payment on the portal, an e-receipt shall be generated by the system, a copy of which is to be submitted by the bidder along with the bid as a proof of e-payment of Bid Security.</p> <p>12.3 Wherever Bids under Joint Venture route are permitted as per the Qualifying Requirements in the Bidding Documents, the Bid Security by the Joint Venture must be on behalf of all the partners of the Joint Venture.</p> <p>12.4 The Bid Security in Original shall be submitted in a separate sealed envelope before the stipulated bid submission closing date and time. In case acceptable Bid Security in a separate sealed envelope is not received then online Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p>Further, in case of Two Stage Bidding, extension of Bid Security in Original shall be submitted in a separate sealed envelope before the stipulated Price Bid submission closing date and time. In case acceptable Bid Security in a separate sealed envelope is not received then online Price Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened. <b>(Applicable for Two Stage Bidding)</b></p> <p>12.4.1 <b>Confirmation of BG through Structured Financial Messaging System (SFMS)/SWIFT</b></p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
12.5	<p>While issuing the physical BG, the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank whose details are provided in BDS through secure</p> <p>SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) (applicable in case of ICB Tender)</p> <p>In case of Single Stage Single Envelope bidding process, the Bid Security of all the bidders except recommended/evaluated L-1 bidder shall be returned immediately after placement of award on the successful bidder.</p> <p>In case of Single Stage Two Envelope and Two Stage bidding process, the Bid Security of the Bidders whose Technical Bids has not been found acceptable, shall be returned along with letter communicating rejection of Technical Bid. The Bid Security of all the Bidders except recommended /Evaluated L-1 bidder, whose price bids are opened, shall be returned immediately after placement of award on the successful bidder.</p> <p>An intimation in this regard shall also be sent to all such bidders, after return of their Bid Security, through e-Tendering system / e-mail by the Package coordinator / concerned executive.</p>
12.6	<p>The Bid Security of the successful Bidder to whom the contract is awarded will be returned when the said Bidder has signed the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' and has furnished the required Performance Securities pursuant to ITB Clause titled 'Performance Security'.</p>
12.7	<p><b>Forfeiture of Bid Security</b></p> <p>The Bid Security may be forfeited</p> <p>(a) if the Bidder withdraws or varies its Bid during the period of Bid Validity;</p> <p>(b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Sub-Clause titled 'Arithmetical Correction';</p> <p>(c) <b>(Applicable for Single Stage Single Envelope Bidding):</b> If the Bidder refuses to withdraw, without any cost to the Employer, any deviation not listed in Attachment-6 but found elsewhere in the Bid;</p> <p>OR</p> <p><b>(Applicable for Single Stage Two Envelope Bidding):</b></p> <p>If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention any where in the bid, contrary to the provisions of bidding documents;</p> <p>OR</p> <p><b>(Applicable for Two Stage Bidding):</b></p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention any where in the Price bid, contrary to the provisions of bidding documents;</p> <p>(d) In the case of a successful Bidder, if the Bidder fails within the specified time limit</p> <p>(i) to sign the Contract Agreement, in accordance with ITB Clause titled 'Signing the Contract Agreement ', and / or</p> <p>(ii) to furnish the required Contract Performance Guarantee/ Security Deposit, in accordance with ITB Clause titled 'Performance Security'.</p> <p>(e) If the bidder/his representatives commits any fraud while competing for this contract pursuant to Fraud Prevention Policy of EMPLOYER.</p> <p>(f) In case the bidder/Contractor is disqualified from Bidding Process in terms of Section 3 &amp; 4 of Integrity Pact (relevant if the provision of Integrity Pact is stipulated in BDS).</p>	
13.0	<b>Period of Validity of Bids</b>	
13.1	<p><b>For Single Stage Two Envelope Bidding</b></p> <p>Both the Bids (i.e. Techno-Commercial Bid and Price Bid) shall remain valid for a period of one hundred eighty (180) days from the deadline set for submission of Techno-Commercial Bid. The bids valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p> <p><b>For Two Stage Bidding</b></p> <p>The Stage-I (Techno-Commercial) Bid initially shall remain valid and open for acceptance for one hundred eighty (180) days from the deadline set for submission of Stage-I (Techno-Commercial) Bid. Stage-II (Price) Bid including Stage-I (Techno- Commercial) Bid to the extent not contrary to the bidding documents read in conjunction with the amendments/ errata/ clarification issued shall remain valid and open for acceptance for one hundred eighty (180) days from the deadline set for submission of Stage-II (Price) Bid. The bids valid for a shorter period shall be rejected by EMPLOYER as being non responsive.</p>	
13.2	<p>The bidder is required to keep the prices of recommended spares covered under Price Schedule No.6 valid for a period of six (6) months after Notification of Award for main equipment and mandatory spares.</p>	
13.3	<p><b>Extension of Bid Validity Period</b></p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or by telefax followed by post confirmation. If a Bidder accepts to extend the period of</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
15.1.2	<p>(i) The bid security shall be sealed in a separate envelope duly marking the envelope as "BID SECURITY".</p> <p>Further, in case of Two Stage Bidding, extension of bid security furnished in accordance with ITB Clause titled 'Bid Security' shall be sealed in a separate envelope duly marking the envelope as " EXTENSION OF BID SECURITY".  <b>(Applicable for Two Stage Bidding)</b></p> <p>(ii) The power of attorney shall be sealed in a separate envelope duly marking the envelope as "POWER OF ATTORNEY".</p> <p>(ii) The 'Integrity Pact" (if applicable) as per ATTACHMENT-21 duly signed by the signatory authorized to sign the bid, shall be sealed in a separate envelope entitled "ATTACHMENT-21 : INTEGRITY PACT".</p> <p>(iii) Other Attachments, if stipulated in BDS, shall be sealed in a separate envelope duly marking the envelope in the manner stipulated above.</p> <p>The envelopes shall then be sealed in an outer envelope.</p> <p>The inner and outer envelopes shall:</p> <p>(a) be addressed to the Employer at the address given in the Bid Data Sheet, and</p> <p>(b) bear the Package name indicated in the Bid Data Sheet, the Invitation for Bids number indicated in the Bid Data Sheet, and the statement "DO NOT OPEN BEFORE [date]," to be completed with the time and date specified in the Bid Data Sheet, pursuant to ITB clause titled 'Deadline for Submission of Bids'.</p> <p>The inner envelopes shall also indicate the name and address of the Bidder. If the outer envelope is not sealed and marked in the manner specified above, the Employer will assume no responsibility for its misplacement.</p>
15.2.	<p>Bidders are requested to submit offer / proposal as under:</p> <p><b>(A) <u>TECHNO-COMMERCIAL BID</u></b></p> <p><b>(I) OFF-LINE BID (PHYSICAL BID)</b>  Documents as per ITB 8.1.1 in line with ITB 15.0.</p> <p><b>(II) ON-LINE BID</b></p> <p><b>(i) Acceptance of conditions of GTE as specified in Gepnic.</b></p> <p><b>Bidders may note that in case they do not accept the GTE conditions, their bids shall be not evaluated and shall be rejected.</b></p> <p><b>(ii) Upload the following in FEE Cover/Envelope</b></p> <p>a) Attachment 1: Bid Security (scanned copy)</p> <p>b) Cost of Bidding/Tender Documents (Scanned copy)</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
	<p>c) Integrity pact</p> <p>(iii) <b>Upload the following in Pre-Qual/Technical Cover/Envelope</b></p> <p>Documents as per ITB 8.1.2 in line with ITB 15.0</p> <p><b>(B) <u>PRICE BID</u></b></p> <p>In the Bill of Quantity (BOQ) provided, the bidder shall quote the prices; taxes etc. as asked for. The filled Bill of Quantity (BOQ) is to be uploaded in the Finance Cover/Envelope on the portal..</p> <p>The on-line bid is to be digitally signed using a valid Class II/III digital certificate as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India, failing which the bid shall be rejected.</p>
16.0	<p><b>Deadline for Submission of Bids</b></p> <p><i>Bids must be submitted at e-tender portal no later than the time and date stated in the Bid Data Sheet.</i></p> <p><i>The physical documents shall be submitted <u>an hour before stipulated bid opening date and time before stipulated bid submission time</u> at the address specified in BDS and Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</i></p> <p><i>EMPLOYER may, at its discretion, extend this deadline for submission/opening of bids by amending the bidding documents in accordance with ITB Clause titled 'Amendment to Bidding Documents', in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended."</i></p>
17.0	<b>Late Bid: Not Applicable</b>
18.0	<b>Modification and Withdrawal of Bids</b>
18.1	The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received prior to the deadline prescribed for bid submission. Employer shall return the bid through e-tendering mode for modification or withdrawal as requested.
18.2	A Bidder wishing to withdraw its bid shall notify EMPLOYER in writing prior to the deadline prescribed for bid submission. A withdrawal notice may also be sent by post or by telefax followed by post confirmation postmarked not later than the deadline for submission of bids.
18.3	The notice of withdrawal shall:
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
18.4	<p>(a) be addressed to EMPLOYER at the address named in Bid Data Sheet, and</p> <p>(b) bear the Package name, the IFB number, and the words <b>“BID WITHDRAWAL NOTICE.”</b></p> <p>Bid withdrawal notices received after the bid submission deadline will be ignored, and the submitted bid will be deemed to be a validly submitted bid.</p> <p>No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in ITB Clause titled ‘Period of Validity of Bids’. Withdrawal of a bid during this interval may result in the Bidder’s forfeiture of its bid security, pursuant to ITB Sub-Clause titled ‘Forfeiture of Bid Security’.</p> <p style="text-align: center;"><b>E. Bid Opening and Evaluation</b></p> <p><b>Opening of Bids</b></p> <p><b>FOR SINGLE STAGE TWO ENVELOPE BIDDING</b></p> <p><u>Techno-Commercial Bid Opening</u></p> <p>19.1.1 The Employer will first open Techno-Commercial Bid in the presence of bidders’ representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheet. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>19.1.2 In case requisite bid security pursuant to ITB Clause titled ‘Bid Security’, and/or Integrity Pact (IP) as per provision of Integrity Pact specified in BDS <b>and/or Cost of bidding document (Tender fee)</b> are not submitted before the stipulated <del>bid submission closing</del> date and time then Bid shall be rejected by EMPLOYER as being non-responsive and shall not be opened.</p> <p><u>Price Bid Opening</u></p> <p>19.2.1 After the evaluation process of Techno-Commercial bid is completed, Employer will inform in writing the eligible Bidders regarding date, time and venue set for the opening of Price Bid. Bidders, whose Techno-Commercial Bid is not substantially responsive, shall also be informed in writing and their Price bid will be rejected and shall not be opened and their bid security shall be returned prior to opening of Price Bid.</p> <p>19.2.2 The Employer will open Price Bids in the presence of bidders’ representatives who choose to attend the opening at the time, on the date and at the place specified by the Employer. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
19.2.3	Price bids of those Bidders, who have been considered qualified and whose Techno-Commercial Bid found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.
19.2.4	<b>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer.</b>
	<b>FOR TWO STAGE BIDDING</b>
19.1	<u>Stage-I (Techno-Commercial) Bid Opening</u>
19.1.1	The Employer will open Stage-I (Techno-Commercial) Bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in the Bid Data Sheets. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening.
19.1.2	In case requisite Bid Security pursuant to ITB Clause 'Bid Security', and/or Integrity Pact (IP) as per provision of Integrity Pact specified in BDS and/or Cost of bidding document are not submitted before the stipulated bid submission closing date and time then Bid shall be rejected by the Employer as being non-responsive and shall not be opened.
19.2	<u>Stage-II (Price) Bid Opening</u>
19.2.1	After evaluation of Stage-I (Techno-Commercial) Bid, Employer may invite Stage-II (Price) bid from the bidders who have been considered qualified and whose bid has been considered Techno-Commercially responsive.
19.2.2	The Employer will open Stage-II (Price) Bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified by the Employer. In the event of the specified date for the opening of bids being declared a holiday for the Employer, the bids will be opened at the appointed time on the next working day. All important information and other such details as the Employer, at its discretion, may consider appropriate, will be announced at the opening.
19.2.3	In case requisite bid security extension pursuant to ITB Clause titled 'Bid Security', is not submitted before the stipulated Price Bid submission closing date and time then Bid shall be rejected by the Employer as being non-responsive and shall not be opened.
19.2.4	<b>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer.</b>
20.0	<p><b>Clarification on Bids</b></p> <p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the reference plants declared in the</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
<p>21.0</p> <p>21.1</p> <p>21.2</p> <p>21.3</p>	<p>bid for the purpose of meeting Qualifying Requirement specified in Bid Data Sheet. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of reference plants in the bid by new/additional plant for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p><b>PRELIMINARY EXAMINATION OF TECHNO-COMMERCIAL BIDS</b></p> <p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, EMPLOYER will initially determine whether each Techno-Commercial bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.</p> <p><b>Compliance with the Provisions of Bidding Documents</b></p> <p><b>For Single Stage Two Envelope Bidding</b></p> <p>No deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents. The Bidders are advised that while making their Bid proposals and quoting prices, all conditions may appropriately be taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents by accepting the following attribute at e-tender portal:</p> <p><b>“Do you certify full compliance to all provisions of Bid Doc?”</b></p> <p>Acceptance of above attribute shall be considered as Bidder's confirmation that any deviation to the any Provisions found anywhere in their Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Employer, failing which the bid security shall be forfeited.</p> <p><b>For Two Stage Bidding</b></p> <p>Deviations (Technical as well as Commercial), if any, from the terms, conditions and technical specifications of the Bidding Documents shall be listed only in relevant Attachment to the Techno-Commercial Bid. Bidders may further note that except for the deviations listed in relevant Attachment the bid shall be deemed to comply with all the requirement in the bidding documents and the bidders shall be required to comply with all terms, conditions and specifications of the bidding documents irrespective of any mention to the contrary,</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>anywhere else in the bid. The Bidders are, however, not expected to take deviations to the following clauses:</p> <ul style="list-style-type: none"> <li>(a) Governing Laws (Clause 5 of GCC, Section IV).</li> <li>(b) Settlement of Disputes (Clause 6 of GCC, Section IV).</li> <li>(c) Terms of Payment (Clause 12 of GCC, Section IV).</li> <li>(d) Performance Security (Clause 13.3 of GCC, Section IV).</li> <li>(e) Security for Deed(s) of Joint Undertaking (Cl. 13.4 of GCC, Section-IV).</li> <li>(f) Taxes and Duties (Clause 14 of GCC Section IV).</li> <li>(g) Completion Time Guarantee (Clause 26 of GCC, Section IV).</li> <li>(h) Defect Liability (Clause 27 of GCC, Section IV).</li> <li>(i) Functional Guarantee (Clause 28 of GCC, Section IV).</li> <li>(j) Patent Indemnity (Clause 29 of GCC, Section IV)</li> <li>(k) Limitation of Liability (Clause 30 of GCC, Section IV)</li> <li>(l) Price Adjustment (Appendix-2 to Form of Contract Agreement, Section-VII)</li> </ul> <p>Other provisions, if any, stipulated in BDS.</p> <p>21.4 EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p> <p>22.0 <b>QUALIFICATION</b></p> <p>22.1 Bidders shall certify their compliance on "Qualifying Requirements" of Employer by accepting the following attribute at e-tender portal:</p> <p><b>" Do you certify full compliance on Qualifying Requirements "</b></p> <p>Acceptance of above attribute shall be considered as bidder's confirmation to the following conditions:</p> <ul style="list-style-type: none"> <li>(a) The number of reference Plants/Orders quoted by Bidder in <del>Attachment-3A</del> of the bid, for establishing compliance to the specified Qualifying Requirement (QR), are in accordance with the provision specified in Bid Data Sheet.</li> <li>(b) The reference Plants / Orders / declared, shall only be considered for evaluation/establishing compliance to Qualifying Requirement (QR). <del>Any</del></li> </ul>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
<p>22.2</p> <p>22.3</p> <p>22.4</p> <p>23.0</p> <p>23.1</p>	<p><del>reference Orders declared more than as specified in Bid Data Sheet shall not be considered for evaluation/establishing compliance to Qualifying requirements.</del></p> <p>(c) No change or substitution in respect of reference Plants/Orders for meeting the specified Qualifying Requirement (QR) shall be offered by the bidder.</p> <p>EMPLOYER, by the examination of Techno-Commercial Bid, will determine to its satisfaction whether the participating bidders are qualified to satisfactorily perform the contract in terms of the qualifying requirements stipulated in the Bid Data Sheet. The determination will take into account the bidder's financial and technical capabilities, in particular its contracts, works in hand, future commitments and current litigation. It will be based upon an examination of documentary evidence of bidder's qualification submitted by the bidder in relevant attachment to the Bid Form of Techno-Commercial Bid as well as such other information as EMPLOYER deems necessary and appropriate. Notwithstanding anything stated anywhere else in the bidding documents, EMPLOYER reserves the right to seek in writing information relating to qualifying requirements in addition to details contained in the bid. The bidder shall furnish required information promptly to EMPLOYER. EMPLOYER will shortlist the Bidders meeting the stipulated Qualifying Requirements.</p> <p>An affirmative determination of meeting the qualifying requirements will be a prerequisite for further evaluation of Techno-Commercial bid and holding clarification meeting, if any, with the Bidder. A negative determination will result in rejection of the Bidder's Techno-Commercial Bid in which event EMPLOYER will not open the Price Bid of the concerned bidder and his bid security shall be returned.</p> <p>The capabilities of the vendors and subcontractors, proposed in relevant attachment, will also be evaluated for acceptability. Their participation should be confirmed with a letter of intent between the parties, as needed. Should a vendor or sub-contractor be determined to be unacceptable, the bid will not be rejected, but the Bidder will be required to substitute an acceptable vendor or sub-contractor without any change in the bid price quoted in Price Proposal, prior to award.</p> <p><b>EVALUATION OF TECHNO-COMMERCIAL BIDS</b></p> <p><b>FOR SINGLE STAGE TWO ENVELOPE BIDDING</b></p> <p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:</p> <p>(a) overall completeness and compliance with the Technical Specifications and Drawings; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.</p>	
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	<p>(b) achievement of specified performance criteria by the facilities</p> <p>(c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services</p> <p>(d) Any other relevant factors listed in the Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract and Instruction to Bidders, or that EMPLOYER deems necessary or prudent to take into consideration.</p> <p>(e) Compliance with the time schedule called for in relevant appendix to the form of Contract Agreement (Time Schedule) and evidenced, as needed, in a milestone schedule provided in the bid.</p> <p>The plant and equipment covered by this bidding document are required to be shipped and installed and the facilities are to be completed within the period named in the Bid Data Sheet after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in relevant appendix to the form of Contract Agreement (Time Schedule) or, where no time schedule is given, on the completion date(s) given in the Bid Data Sheet. No credit will be given for earlier completion.</p> <p>Bidder may note that deviations, variations and additional conditions etc. found elsewhere in the bid, shall not be given effect to in evaluation and it will be assumed that the Bidder complies to all the conditions of Bidding Documents. In case the Bidder refuses to withdraw deviations implicit or explicit found anywhere in the bid, without any financial implication whatsoever to the Employer, the bid security shall be forfeited.</p> <p><b>23.2 CLARIFICATION MEETING</b></p> <p>EMPLOYER, if required, shall hold discussions or clarification meetings with any or all bidders on any aspect of its Techno-Commercial bid</p> <p><b>FOR TWO STAGE BIDDING</b></p> <p><b>23.1</b> The Employer will carry out a detailed evaluation of the Techno-Commercial bids in order to determine whether the technical aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, the Employer will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the following factors:</p> <p>(a) overall completeness and compliance with the Technical Specifications and Drawings; deviations from the Technical Specifications as identified in Attachment 6 to the bid; suitability of the facilities offered in relation to the environmental and climatic conditions prevailing at the site; and quality, function and operation of any process control concept included in the bid. The bid that does not meet minimum acceptable standards of completeness, consistency and detail will be rejected for non-responsiveness.</p> <p>(b) achievement of specified performance criteria by the facilities</p> <p>(c) type, quantity and long-term availability of mandatory and recommended spare parts and maintenance services</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
23.2.1	<p>(d) any other relevant factors, if any, listed in the Bid Data Sheets, or that the Employer deems necessary or prudent to take into consideration.</p> <p>(e) Deviations from Terms and Conditions of Bidding Documents as stated in Attachment-6.</p> <p>(f) Compliance with the time schedule as specified in the bidding documents.</p> <p>(g) <b>Demonstration Parameters</b></p> <p>Bidders shall state the demonstration parameters for the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of parameters is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified may be rejected.</p>	
	<p><b>CLARIFICATION MEETING</b></p> <p>The Employer may conduct clarification meetings with each or any Bidder to clarify any aspects of its Techno-Commercial bid that require explanation at this stage of the evaluation. During these meetings, the Employer may bring to the attention of the Bidder any matters, technical or otherwise, where for whatever reason, it requires amendments or changes to be made to the Techno-Commercial bid. All such amendments or changes required by the Employer will be formally notified to all the Bidder Qualified in Techno-Commercial Evaluation as part of the invitation to submit the Price Bid.</p> <p>The Employer will advise the Bidder of any exceptions or deviations in the Techno-Commercial bid, that are unacceptable and that are to be withdrawn in the Price bid.</p>	
	<p><b>23.3 INVITATION FOR PRICE BIDS (Applicable in case of Two Stage Bidding)</b></p>	
	<p>23.3.1 At the end of the Techno-Commercial evaluation and after holding clarification meetings,</p> <p>(a) the Employer may issue an amendment to the bidding documents as considered necessary by the Employer based on the Techno-Commercial evaluation and clarification meetings thereof and/or</p> <p>(b) the Employer will either</p> <p>(i) invite a Bidder to submit Price Bid based on the updated Technical Specifications and Drawings or</p> <p>(ii) notify a Bidder that its bid has been rejected on the grounds of being substantially non responsive, or that the Bidder does not meet the minimum qualification requirements set forth in the bidding documents and return his bid security.</p> <p>23.3.2 The bidder shall be notified a new Tender Number in which online Price Bid is to be submitted along with the Date &amp; Time for submission of bid.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
23.3.3	<p>The amendment to the bidding documents after Techno-Commercial evaluation will be posted at e-tender portal in Bid Invitation for Price bid for viewing by the bidder and they shall be notified regarding posting of amendments. The bidders shall be required to comply with the requirements of the amended bidding documents and no deviations/ variations/ exceptions to the amended bidding documents shall be permitted in the Price Bids.</p>
23.3.4	<p>Bidders shall certify their full compliance to all the provisions of Bidding Documents and its subsequent Amendment(s) / Clarification(s) / Addenda / Errata, if any, issued by the Employer by accepting the following attribute at e-tender portal in Bid Invitation for Price Bids:</p> <p><b>“Do you certify full compliance to all provisions of Bid Documents”.</b></p> <p>Acceptance of above attribute shall be considered as bidder's confirmation to the following:</p> <p>(a) The provisions of Bidding Documents read in Conjunction with Amendment(s)/ Clarification(s)/ Addenda/ Errata &amp; Minutes of Clarifications Meeting (if any) subsequent to Stage-I (Techno-Commercial) Bidding are acceptable and no deviation has been taken in this regard.</p> <p>(a) Any deviation to Bidding Documents and its subsequent Amendment(s)/ Clarifications(s)/ Addenda/ Errata/ Minutes of Clarification Meeting (if any) as mentioned at (a) above found anywhere in Price Bid Proposal, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to Employer, failing which the bid security shall be forfeited.</p>
24.0	<p><b>PRELIMINARY EXAMINATION OF PRICE BID</b></p>
24.1	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p>
24.2	<p><b>Arithmetical Correction</b></p> <p>Arithmetical errors will be rectified on the following basis. In Price Schedules, if there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail and the total price shall be corrected accordingly. If there is a discrepancy between words and figures, the amount in words will prevail. All errors in totalling in the amount column of Price Schedules and in carrying forward totals shall be corrected. The discount (if any) mentioned in Conditions field of General Data/Item Data in Main Screen of Bid Invitation shall be applied on such corrected price. The bid sum so altered shall, for the purpose of bid, be substituted for the sum originally bid and considered for evaluation and comparison of the bids and also for acceptance of the bid, instead of the original sum quoted by the Bidder. If the Bidder does not accept such correction of errors, its bid will be rejected and the bid security will be forfeited in accordance with ITB Sub-Clause titled 'Forfeiture of Bid Security'.</p>
24.3	<p><b>Conversion to Single Currency (Applicable for ICB Tender)</b></p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
25.0	<p>To facilitate evaluation and comparison, EMPLOYER will convert all bid prices, expressed in the amounts in various currencies in which the bid price is payable, to a single currency. The currency selected for converting bid prices to a common base for the purpose of evaluation, along with the type of transaction, source and date of the exchange rate to be used, is specified in the Bid Data Sheet.</p>	
	<p><b>EVALUATION OF PRICE BID</b></p> <p><b>FOR INTERNATIONAL COMPETITIVE BIDDING (ICB) TENDER</b></p>	
	<p>25.1 The comparison shall be of the EXW Price of Plant and Equipment including Type Test Charges and Mandatory Spares offered from within the Employer's country, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Plant and Equipment including Mandatory Spares plus the price of the CIF named port of destination (or CIP Border point or CIP named place of destination) of the Plant and Equipment including Type Test Charges and Mandatory Spares offered from outside the Employer's country, plus the cost of Local Transportation, Insurance Covers, all Installation Services required under the Contract, plus the Goods and Services Tax (GST) specified by the Bidder in its Bid (applicable on goods and services quoted in Schedules-2, 3 &amp; 4) and Import Duties applicable on CIF Price quoted in Schedule-1 .</p> <p>The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub Clauses 25.3 to 25.5. However, the Price of recommended spare parts quoted in Price Schedule No. 6 shall not be considered for evaluation of Bids.</p>	
	<p>25.2 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules Nos. 1 through 4 and Price Schedule No. 7, and the corrections pursuant to ITB sub-clause titled 'Arithmetical Correction', the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub Clause 25.3 and in the Technical Specifications:</p> <ul style="list-style-type: none"> <li>(a) the functional guarantees of the facilities offered</li> <li>(b) the extra cost of work, services, facilities etc., required to be provided by the Employer or third parties.</li> <li>(c) Applicable Import Duties on CIF Price.</li> </ul>	
25.3	<p>Pursuant to ITB Sub Clause 25.2, the following evaluation methods will be followed:</p> <ul style="list-style-type: none"> <li>(a) Functional Guarantees of the Facilities <ul style="list-style-type: none"> <li>(i) Bidders shall state the functional guarantees (e.g. performance, efficiency, power consumption) of the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantee is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment</li> </ul> </li> </ul>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
25.4	<p>with such functional guarantees less (or more) than the minimum (or maximum) specified may be rejected.</p> <p>(ii) For the purposes of evaluation, the adjustment (if any) specified in the Bid Data Sheets will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of 100 or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Bid Data Sheets.</p> <p>The adjustment factors shall be converted to such currencies as specified in Bid Data Sheets.</p> <p>(b) Work, Services, Facilities etc., to be provided by the Employer</p> <p>Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.</p> <p>(c) Specific Additional Criteria</p> <p>The relevant evaluation method, if any, shall be detailed in the Bid Data Sheets.</p> <p>Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.</p>	
	<p>25.5 An illustrative method of evaluation is explained below:</p> <p style="text-align: center;"><b>Illustrative Method of Evaluation</b></p> <p style="text-align: right;">Any Bidder ----- (Equivalent INR) -----</p> <p>1. Quoted Bid Price (after considering arithmetical corrections)</p> <p>(i) CIF price including type test charges for equipment and mandatory spares N1</p> <p>(ii) Ex-works price including type test charges for equipment and mandatory spares N2</p> <p>(iii) Price for inland trans- portation including inland transit N3</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
25.1	<p>insurance for equipment and mandatory spares</p> <p>(iv) Price for Installation Services N4</p> <p>(iv) Total Price N (N1+N2+N3+N4)</p> <p>2. Taxes &amp; Duties (not included in 1 above)</p> <p>(i) Import Duty on CIF Price (Schedule-1) P1</p> <p>(ii) GST P2</p> <p>(iv) Total P (P1+P2)</p> <p>3 Adjustments for Functional Guarantees X</p> <p>4 Evaluated Bid Price FEP (N+P+X)</p> <p>Note: Aforesaid method of evaluation shall be equally applicable for all bidders.</p> <p><b>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</b></p> <p>The comparison shall be of the EXW Price of Plant and Equipment including Type Test Charges and Mandatory Spares offered from within the Employer's country, such price to include all costs as well as duties and taxes paid or payable on components and raw materials incorporated or to be incorporated in the Plant and Equipment including Mandatory Spares, plus the cost of Local Transportation, Insurance Covers, all Installation Services required under the Contract, plus the Goods and Services Tax (GST) specified by the Bidder in its Bid (applicable on goods and services quoted in Schedules -1, 2 &amp; 3).</p> <p>The Employer's comparison will also include the costs resulting from application of the evaluation procedures described in ITB Sub Clauses 25.3 to 25.5. However, the Price of recommended spare parts quoted in Price Schedule No. 5 shall not be considered for evaluation of Bids.</p> <p>25.2 The Employer's evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules Nos. 1 through 3 and Price Schedule No. 6, and the corrections pursuant to ITB sub-clause titled 'Arithmetical Correction', the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Employer, in the manner and to the extent indicated in ITB Sub Clause 25.3 and in the Technical Specifications:</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
25.3	<p>(a) the functional guarantees of the facilities offered</p> <p>(b) the extra cost of work, services, facilities etc., required to be provided by the Employer or third parties.</p> <p>Pursuant to ITB Sub Clause 25.2, the following evaluation methods will be followed:</p> <p>(a) Functional Guarantees of the Facilities</p> <p>(i) Bidders shall state the functional guarantees (e.g. performance, efficiency, power consumption) of the proposed facilities in response to the Technical Specifications. In case a minimum (or a maximum, as the case may be) level of functional guarantee is specified in the Technical Specifications for the bids to be considered responsive, bids offering plant and equipment with such functional guarantees less (or more) than the minimum (or maximum) specified may be rejected.</p> <p>(ii) For the purposes of evaluation, the adjustment (if any) specified in the Bid Data Sheets will be added to the bid price for each drop (or excess) in the responsive functional guarantees offered by the Bidder, below (or above) either a norm of 100 or the value committed in the responsive bid with the most performing functional guarantees, as specified in the Bid Data Sheets.</p> <p>The adjustment factors shall be converted to such currencies as specified in Bid Data Sheets.</p> <p>(b) Work, Services, Facilities etc., to be provided by the Employer</p> <p>Where bids include the undertaking of work or the provision of services or facilities by the Employer in excess of the provisions allowed for in the Bidding Documents, the Employer shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.</p> <p>(c) Specific Additional Criteria</p> <p>The relevant evaluation method, if any, shall be detailed in the Bid Data Sheets.</p> <p>25.4 Any adjustments in price that result from the above procedures shall be added, for purposes of comparative evaluation only, to arrive at an "Evaluated Bid Price." Bid prices quoted by Bidders shall remain unaltered.</p> <p>25.5 The method of evaluation is illustrated below:</p> <p><b>Illustrative Method of Evaluation</b></p> <p style="text-align: right;">Any Bidder (INR) -----</p>		
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
26.0	1.	Quoted Bid Price (after considering arithmetical corrections)	
	(i)	Ex-works price including type test charges for equipment and mandatory spares	N1
	(ii)	Price for inland transportation including inland transit insurance for equipment and mandatory spares	N2
	(iii)	Price for Installation Services	N3
	(iv)	Total Price	N (N1+N2+N3)
	2.	Taxes & Duties (not included in 1 above)	
	(i)	GST	P
	3	Adjustments for Functional Guarantees	X
	4	Evaluated Bid Price	FEP (N+P+X)
	Note: Aforesaid method of evaluation shall be equally applicable for all bidders. <b>Note: Aforesaid method of evaluation shall be equally applicable for all bidders.</b>		
<b>Contacting the Employer</b>			
Subject to ITB Clause titled 'Clarification on Bids' and ITB Sub-Clause titled 'Clarification Meeting', no Bidder shall contact Employer on any matter relating to its bid, from the time of the opening of bids to the time the contract is awarded.			
Any effort by a Bidder to influence Employer in EMPLOYER's bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.			
<b>F. Award of Contract</b>			
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
27.0	<p><b>Award Criteria</b></p> <p><i>Subject to ITB Clause 28 (Employer's Right to Accept any Bid and to Reject any or all bids), the Employer will award the Contract to the Bidder, whose bid has been determined to be substantially responsive to the Bidding Documents and provided that such bidder has been determined to be qualified to perform the contract satisfactorily, as per methodology indicated in Annexure-I (Rev 1.0) to BDS</i></p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his bid security will be forfeited. Employer reserves the right to vary the quantity of any of the Spares and/or delete any item of Spares altogether at the time of Award of Contract.</p> <p>The mode of contracting with the successful bidder will be as per stipulation outlined in GCC Clause titled 'Construction of the Contract' and briefly indicated below:</p> <p><b>FOR INTERNATIONAL COMPETITIVE BIDDING (ICB) TENDER</b></p> <p>In the case of successful Domestic Bidder, the award shall be made as follows:</p> <ul style="list-style-type: none"> <li>(i) First Contract : For CIF (Indian port of entry) supply of plant and equipment including type test charges and mandatory spares to be supplied from abroad.</li> <li>(ii) Second Contract : For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares.</li> <li>(iii) Third Contract : For providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipments supplied under the 'First Contract' &amp; the 'Second Contract' and all other services as specified in the Contract Documents.</li> </ul> <p>All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> <p>In the case of successful Foreign Bidder, the award shall be made as follows:</p> <ul style="list-style-type: none"> <li>(i) First Contract : For CIF (Indian port-of-entry) supply of plant and equipment including type test charges and mandatory spares to be supplied from abroad.</li> <li>(ii) Second Contract : For Ex-works (India) supply of domestically manufactured plant and equipment including type test charges and mandatory spares.</li> </ul>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
	<p>(iii) Third Contract : For providing all services i.e. port handling, port clearance and port charges for the imported goods, further loading, inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and conducting Guarantee tests in respect of all the equipment supplied under the First Contract &amp; the Second Contract and all other services as specified in the Contract Documents.</p> <p>All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> <p>The foreign bidder, however, has the option, to be exercised as a part of its bid proposal, to propose an Assignee in its bid to execute the Second Contract and/or the Third Contract. For the scope of work envisaged by the foreign bidder, in its bid, to be executed by Assignee, the Assignee should have relevant/required capacity and experience of executing similar job. The bidder shall substantiate with relevant/required documents in the bid to establish capacity and experience of the Assignee.</p> <p>If the foreign bidder has proposed an Assignee in its bid to execute the Second Contract and/or the Third Contract and has also furnished written unequivocal consent of the proposed Assignee to work as an independent Contractor on the terms and conditions offered by the bidder and if the Employer is satisfied with the capacity and experience of the Assignee proposed in the bid, the Employer will enter into the 'Second Contract' and/or the 'Third Contract' with the Assignee. However, if the Employer in its judgement does not find acceptance of the Assignee proposed in the bid as its Contractor, then on the request of the Employer, the bidder shall have option to propose an alternate Assignee on the same terms and conditions and cost as offered in its bid. It is expressly understood and agreed that in case the option is not exercised by the Bidder or if the Assignee fails to enter into Contract(s) with the Employer or if the Employer in its judgement does not find acceptance of the Assignee as its Contractor, then the foreign bidder shall be obliged to enter into and execute all the three Contracts with the Employer covering the entire scope of work envisaged in the bidding documents on the same terms and conditions and cost as offered in its bid.</p> <p>However, for the above purpose, only one Assignee shall be permitted for both Second Contract and/or Third Contract.</p> <p><b>FOR DOMESTIC COMPETITIVE BIDDING (DCB) TENDER</b></p> <p>(i) First Contract : For Ex-works (India) supply of plant and equipment including type test charges and mandatory spares.</p> <p>(ii) Second Contract : For providing all services i.e. inland transportation for delivery at site, inland transit insurance, unloading, storage, handling at site, installation, insurance covers other than inland transit insurance, testing, commissioning and</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
<p>28.0</p> <p>29.0</p> <p>30.0</p> <p>31.0</p> <p>31.1</p>	<p>conducting Guarantee tests in respect of all the equipment supplied under the First Contract and all other services as specified in the Contract Documents.</p> <p>All the above Contracts will contain a cross-fall breach clause specifying that breach of one Contract will constitute breach of the other Contracts which will confer a right on the Employer to terminate the other Contracts also at the risk and the cost of the Contractor.</p> <p><b>Employer's Right to Accept Any Bid and to Reject Any or All Bids</b></p> <p>Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for Employer's action.</p> <p><b>Notification of Award</b></p> <p>Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by registered letter or by telefax to be confirmed in writing by registered letter, that its bid has been accepted. The notification of award will constitute the formation of the contract.</p> <p><b>Signing the Contract Agreement</b></p> <p>At the same time as the Employer notifies the successful Bidder that its bid has been accepted, the Employer will send to the Bidder the Contract Agreement provided in the bidding documents, incorporating all agreements between the parties.</p> <p>Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder / Assignee of foreign bidder (if applicable) shall sign and date the Contract Agreement and return it to the Employer.</p> <p><b>Performance Security</b></p> <p>Within twenty-eight (28) days after receipt of the Notification of Award, the successful Bidder shall furnish performance securities for ten percent (10%) of Contract Price for all the contracts and in the form provided in the section "Forms and Procedures" of the bidding documents.</p> <p>In case Deed(s) of Joint Undertaking by the Contractor along with his associate(s)/collaborator(s) form part of the Contract, then, unconditional Bank Guarantee(s) from such associate(s) / collaborator(s) towards faithful performance of the Deed(s) of Joint Undertaking for amount(s) specified in the Bid Data Sheets shall be furnished within twenty eight (28) days after Notification of Award. These Bank Guarantees shall be furnished in the form provided in the section "Forms and Procedures" of the bidding documents and shall be valid till such period as specified in the corresponding format for Deed of Joint Undertaking.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
31.2	<p>In case of a successful foreign bidder, if the Employer accepts to enter into the Second Contract and / or Third Contract with the Assignee, then, within twenty-eight (28) days of Notification of Award, the Assignee shall furnish additional performance security(ies) for ten percent (10%) of the value of the Contract(s) entered into with the Assignee and in the form provided in the Section "Forms and Procedures" of the bidding documents. <b>(Applicable for ICB Tender)</b></p> <p>The Bank Guarantees submitted towards Performance Security shall be essentially from any of the Banks listed in Annexure-I to SCC. The Bank guarantee submitted from within India towards Performance Security shall be issued on Non-Judicial Stamp Paper of appropriate value as per Stamp Act prevailing in the State(s) where the BG is submitted or is to be acted upon or the rate prevailing in the State where the BG is executed whichever is higher.</p> <p>In case of guarantees issued by branches outside India for foreign banks, the bank guarantees shall be routed through the correspondent Bank in India for due verification of signatures of the executant. The BG issued by a Bank outside India also needs to bear Stamp Duty of appropriate value applicable to the place in NTPC where BG is to be submitted, the BG will be adjudicated from Collector of Stamps, within 3 months of arrival of BG in India and the expenses incurred in this regard shall be recovered from the Contractor. <b>(Applicable for ICB Tender)</b></p>	
31.3	<p>While issuing the physical BG(s), the Bidder's Bank shall also send electronic message to Employer's Beneficiary Bank, pursuant to ITB sub-clause titled 'Confirmation of BG through Structured Financial Messaging System (SFMS)/SWIFT'.</p>	
32.0	<p><b>Annulment of award</b></p> <p>Failure of the successful Bidder to comply with the requirements of ITB Clause titled 'Signing the Contract Agreement' or ITB Clause titled 'Performance Security' shall constitute sufficient grounds for the annulment of the award and forfeiture of his bid security.</p>	
33.0	<p><b>Ineligibility for participation in re-tender</b></p> <p>Notwithstanding the provisions specified in ITB Sub-Clause titled 'Forfeiture of Bid Security' and ITB Clause titled 'Annulment of award', if a bidder after having been issued the Notification of Award, either does not sign the Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>	
33.1.1	<p>If a bidder after opening of tenders where EMD is 'NIL/Not Applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from <b>Share Service Centre-Kawas</b> for a period of 6 months from the date of withdrawal of the bid.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)	
33.1.2	<p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not Applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award /Purchase Order or does not sign Contract Agreement pursuant to ITB Clause titled 'Signing the Contract Agreement' or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security' , and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering for this particular package. Further, such vendor shall also be dealt as per the provisions of the policy for Withholding and Banning of Business Dealings</p>	
34.0	<p><b>Time Schedule (programme of performance)</b></p> <p>The plant and equipment covered by this bidding document are required to be shipped and installed, and the facilities are to be completed within the period named in the Bid Data Sheet after the effective date specified in the Contract Agreement. Bidders are required to base their prices on the time schedule given in relevant appendix to the form of Contract Agreement (Time Schedule) or, where no time schedule is given, on the completion date(s) given in the Bid Data Sheet. No credit will be given for earlier completion.</p>	
35.0	<p><b>Corrupt or Fraudulent Practices</b></p> <p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer :</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows :</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes</p> <p style="padding-left: 40px;">collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p> <p>Furthermore, Bidders shall be aware of the provision stated in GCC Sub-Clause titled 'Termination for Contractor's Default'.</p>	
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)
36.0	<p><b>Fraud Prevention Policy</b></p> <p>The Bidder along with its associate/collaborators/sub-contractors/sub-vendors/consultants/service providers shall strictly adhere to the Fraud Prevention Policy of EMPLOYER displayed on its tender website <a href="http://www.ntpctender.com">http://www.ntpctender.com</a> and shall immediately apprise Employer about any fraud or suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid by accepting the GTE condition “<b>Acceptance of Fraud Prevention Policy of NTPC</b>”. If in terms of above policy it is established that the bidder/his representatives have committed any fraud while competing for this contract then the bid security of the bidder shall be forfeited.</p>
37.0	<p><b>Policy for withholding and Banning of Business Dealings</b></p> <p>The Employer has in place a Policy for withholding and Banning of Business dealings as enclosed at Special Conditions of Contract (SCC) of the Bidding Documents. Business dealings may be withheld or banned with the Bidder/Contractor on account of any of the grounds and following the procedures as detailed in the said Policy for withholding and Banning of Business Dealings.</p> <p>Declaration on Policy for withholding and banning of Business dealings is to be given by accepting the GTE condition “<b>Do you accept Withholding &amp; Banning of Business Dealing Policy</b>”.</p>
38.0	<p><b>Integrity Pact</b></p> <p>Bidders are required to unconditionally accept the "Integrity Pact (IP)" (executed on plain paper) as per relevant attachment to the Bidding Documents which has been pre-signed by the Employer, and submit the same duly signed on all pages by the bidder's authorized signatory along with the bid. Where the Joint Venture(s) / Consortium are permitted to participate in the bid pursuant to ITB Clause 8.1.2 (a), the signing of Integrity Pact (IP) by all JV Partner(s) / Consortium members is mandatory. The Integrity Pact (IP) is to be submitted in sealed envelope. Bidder's failure to comply with the aforesaid requirement regarding submission of 'Integrity Pact (IP)' shall lead to outright rejection of the bid and in such case the bids shall be returned unopened to the bidder.</p>
39.0	<p><b>Independent External Monitors (IEM)s</b></p> <p>In respect of this package, the Independent External Monitors (IEMs) would be monitoring the implementation and effectiveness of the Integrity Pact Program as per the SOP issued by CVC from time to time and available in its website <a href="https://cvc.gov.in/">https://cvc.gov.in/</a></p> <p>The Independent External Monitor(s) (IEMs) as mentioned at NTPC tender website (<a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a>) under Integrity Pact tab have been appointed by NTPC, in terms of Integrity Pact (IP) which forms part of the NTPC Tenders/Contracts.</p> <p>This panel is authorized to examine /consider all references made to it under this tender. The bidder(s), in case of any representation/grievance/complaint pertaining to this package may raise the issue directly with the IEMs at following Address or through e-mail as mentioned in <a href="https://ntpctender.ntpc.co.in/">https://ntpctender.ntpc.co.in/</a> :</p>
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Clause No.	INSTRUCTIONS TO BIDDERS (ITB)		
40.0	<p data-bbox="365 279 820 405">“The IEMs' Secretariat, Contracts Services, 6th Floor, EOC, NTPC Limited, A-8A, Sector-24, Noida-201301 (UP).”</p> <p data-bbox="378 436 683 464"><b>PRE-BID CONFERENCE</b></p> <p data-bbox="378 499 1433 558">The Bidder or his authorised representative is invited to attend pre-bid conference on the date as stipulated in IFB at Employer's address.</p> <p data-bbox="378 590 1433 617">The purpose of the conference will be to clarify any issue regarding the Bidding Documents.</p> <p data-bbox="378 651 1433 709">The Bidder is requested to submit questions in writing or by fax to reach the Employer at the address indicated above before the pre-bid conference.</p> <p data-bbox="378 741 1433 921">Record notes of the pre-bid conference including the Employer's responses to the queries raised by the bidders in writing shall be transmitted to all the prospective bidders who have purchased the bidding documents. Further, any modifications of the Bidding Documents which may become necessary as a result of the pre-bid conference shall be made by the Employer exclusively through an amendment to the bidding documents and not through the record notes of the pre-bid conference.</p> <p data-bbox="378 953 1433 980">Non-attendance at the pre-bid conference will not be a case for disqualification of a bidder.</p>		
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